

**AMENDMENT NO. 2**

This Second Amendment modifies Contract No. 13-53-063 for Inmate Commissary Services by and between the County of Cook, Illinois, herein referred to as "County" and Keefe Commissary Network, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into a Contract approved by the County Board on July 31, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide inmate commissary services (hereinafter referred to as the "Services") from August 1, 2013 through July 31, 2014 with two (2), one (1) year renewal options; and

Whereas, the Chief Procurement Officer executed Amendment No. 1 on June 30, 2014, exercising the first renewal option and renewing the Contract from August 1, 2014 through July 31, 2015; and

Whereas, Amendment No. 1 also added terms to the Services of the Contract providing that the Contractor shall receive a \$1.00 delivery fee for the delivery of prepaid calling cards having a face value of \$10.00 to inmates; and

Whereas, the Statement of Work, Exhibit 2 of the Contract provides that the Contractor will provide a prepaid (loadable/reloadable) debit/credit card program that can be issued to inmates, at their option, upon discharge from the Cook County Department of Corrections ("CCDOC"); and

Whereas, the Statement of Work, Exhibit 2 of the Contract also sets forth various fees associated with the prepaid debit/credit card program; and

Whereas, the County and the Contractor wish to modify the fees associated with the prepaid debit/credit card program; and

Whereas, the County and Contractor wish to add additional terms to the Contract concerning the prepaid debit/credit card program.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. Exhibit A of this Amendment is hereby incorporated and made a part of the Statement of Work, Exhibit 2 of the Contract.
2. The various fees associated with the prepaid debit/credit card program are revised as set forth in Exhibit A of this Amendment.
3. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By:

  
Chief Procurement Officer

By:

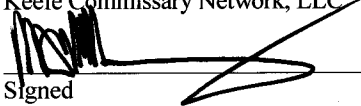
N/A  
State's Attorney (when applicable)

Date:

25 November 2014

Keefe Commissary Network, LLC

Signed

  
Type or print name

Title

Date:

Michael Manning  
Vice President  
10/28/14

**EXHIBIT A**

**Exhibit A**  
**Agreement for Secure Release™ Prepaid Debit Card Release**

1. **Term.** This Agreement shall run concurrent with Contract #13-53-063 for Inmate Commissary Services.
2. **Services.** KCN shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to Client inmates at time of release from the Client:

***Prepaid Debit Cards*** ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

\* Additional Release Services may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance. No Release Services shall be implemented without Client approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at KCN's discretion and shall not constitute an "Additional Release Service." The Client will be notified in writing of any such change.

3. **Maintenance of Designated Account.** Client agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by KCN and sent to Cache Valley Bank, which issues the Cards:

Bank Name: PLEASE SEE ACCOUNT SET UP DOCUMENTS

Bank Address: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Contact Name and Title: \_\_\_\_\_

Bank Contact Phone Number: \_\_\_\_\_

4. **Authorization to Withdraw Funds from Designated Account.** Client hereby authorizes KCN to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due KCN provided for in this Agreement. KCN shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to KCN. Client shall promptly pay such amount to KCN. KCN will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until KCN has received written notification from Client of its termination in such time and in such manner as to afford KCN and the Bank named above reasonable opportunity to act on it. Client shall give KCN no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for KCN to make the necessary system modifications.

5. **Responsibilities of the Client.** All responsibilities of the Client are outlined in the attached "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement, provided that KCN provides at least twenty-one (21) written business days' notice to the Client. KCN shall notify the Client of any such change in writing.

6. **Representation and Warranty of Client.** Client represents and warrants, that to the best of Client's knowledge, there are no laws, rules or regulations currently in effect in Cook County Illinois or the State of Illinois that make it unlawful to provide the Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Services.
7. **Fees and Charges.** KCN shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in "Exhibit C". All fees shall be assessed to the card holder/inmate.
8. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the release services.  
**\*Taxes should not be levied on the issuance of a Card unless Client's laws dictate such.**
9. **Equipment.** Upon expiration or termination of this Agreement, Client agrees that all equipment and materials remain the property of KCN and upon expiration or termination of this Agreement KCN agrees to promptly remove all equipment and materials from the above mentioned Client. Client shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per "Exhibit A" of this Agreement.
10. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement and as stated in "Exhibit A and Exhibit B" of this Agreement.
11. **Fiduciary Responsibility.** Client agrees that it shall, to the full extent allowed by law, assume all liability for any Client related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Client inmates.
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
13. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

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**Schedule A**  
**Security Requirements for the Storage of Prepaid Cards**

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Exhibit B, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

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**Schedule B**  
**Certificate of Destruction of Defective or Damaged Cards**

I \_\_\_\_\_ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼ " by ½" in size.

[illegible]

**Schedule C**

## Inmate Release Card Program Fees

### Cardholder Fees Associated with the Inmate Release Program

	<b>Charge</b>
<b>Card Activation Fee</b>	FREE
<b>Support Calls Fee</b>	FREE
<b>PIN Change Fee</b>	FREE
<b>Point of Sale (POS) Transactions (PIN &amp; Signature)</b>	FREE
<b>Cash Back Option with POS purchase</b>	FREE
<b>Point of Sale (POS) - Declines</b>	FREE
<b>Card to Bank ACH Transfer****</b>	FREE
<b>Cash Out at any Principal MasterCard Member Institution</b>	FREE
<b>Weekly Maintenance Fee*</b>	\$1.50
<b>ATM Account Inquiry Fee</b>	\$1.50
<b>Inactivity Fee**</b>	FREE
<b>Domestic ATM Fees***</b>	\$2.75
<b>ATM Decline for Non-Sufficient Funds Fee</b>	\$2.75
<b>International ATM Fees***</b>	\$3.75
<b>ATM Decline International Fee</b>	\$3.75
<b>Replacement of lost or stolen card</b>	FREE
<b>Account Closure Fee/Request for Balance by Check</b>	FREE

For further explanation of fees or to see Frequently Asked Questions (FAQs), please visit [www.accessfreedomcard.com](http://www.accessfreedomcard.com) or call the customer support number provided on the back of each card.

\* **After 3 days / 72 hours** of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

\*\*After 90 days of no activity.

\*\*\*Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\*Returned or rejected ACH transfers for invalid banking information are subject to a \$25.00 returned processing fee.

Customer Service / Servicio Al Clientes:  
Toll Free from U.S.A. – (877) 592-1118